



CFN 2004R0565999
DR Bk 22465 Pgs 2293 - 2296; (4pgs)
RECORDED 07/08/2004 15:12:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Javier L. Vazquez, Esq.

Address: Javier L. Vazquez, P.A.
8061 NW 155th Street
Miami Lakes, Fl. 33016

A/20

(Space reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida described in Exhibit "A," attached hereto, and hereafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that representations made by the Owner during consideration of Public Hearing No. 03-201 will be abided by the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the property:

1.) Density / Number of Dwelling Units

The maximum number of dwelling units to be constructed on the Property shall not exceed six (6) dwelling units per gross acre. No more than 25 residential units shall be developed on the Property.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidity of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

Signed, sealed and acknowledged on this 26th day of January 2004.

Witnesses:

L Bidot
LORENA BIDOT
Print Name

Hilda H. Genoca
Hilda H. Genoca
Print Name

Mayra Moreno
Mayra Moreno

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 26th day of JANUARY, 2004 by Mayra Moreno. She personally appeared before me, are personally known to me or produced _____ as identification, and did not take an oath.

(NOTARIAL SEAL)

Notary: Julia Gil
Print Name: Julia Gil

Notary Public, State of Florida

My commission expires: March 19th, 2007



Julia Gil
My Commission DD195009
Expires March 19, 2007

EXHIBIT "A"

Legal Description

Tract 27 of J.G. Head's Farms, in Section 10, Township 54 South, Range 39 East, according to the Plat thereof, recorded in Plat Book 46, Page 44, of the Public Records of Miami-Dade County Florida.